

EXHIBIT A

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
ALEXANDRIA DIVISION**

TRIANGLE EXPERIENCE GROUP, INC.)	
)	
Plaintiff,)	Case No. 1:23-cv-01797-MSN-LRV
)	
v.)	Honorable Judge Michael S. Nachmanoff
)	
MAX MINDS, LLC,)	JURY TRIAL DEMANDED
)	
Defendant.)	
)	

**DECLARATION OF BRANDON FISCHER IN SUPPORT OF DEFENDANT MAX
MINDS, LLC’S MOTION TO DISMISS OR TRANSFER**

I, Brandon Fischer, hereby declare as follows:

1. I am the sole member, CEO, and founder of Max Minds, LLC (“MAX”). I am domiciled in Indiana.
2. I am a software technologist and entrepreneur who lives in Carmel, Indiana. At all times relevant to the actions in this case, I have lived and worked in Indiana.
3. MAX is an Indiana limited liability company, with its principal place of business in Carmel, Indiana and an address of 12400 North Meridian Street, Suite 175 Carmel, IN 46032. MAX creates cutting edge software platforms for commercial and governmental applications.
4. MAX has never maintained an office or agents in Virginia.
5. MAX has never maintained property in Virginia. Rather, MAX maintains its intellectual property at its principal place of business in Carmel, Indiana.
6. I founded MAX in May 2018 initially as an entity through which I could perform some consulting work with my former employer. MAX later began developing the software product “Haptic” and MAX had brought it to market by July 2019.

7. I met employees of Triangle Experience Group (“TEG”) when I worked for my former employer, before MAX. Shortly after I was no longer working for my former employer, TEG contacted me in or about March 2018 to discuss potentially working together on a project, but I declined and then continued with my work at MAX independently.

8. In July 2019, in my role as MAX’s CEO, I invited TEG to a nearby demonstration of the Haptic product – one month before MAX’s first license sale of Haptic to a government agency in August 2019. TEG declined the invitation and instead invited MAX to demonstrate Haptic the next day at the U.S. Government Joint Staff Lab in Norfolk, Virginia, to TEG and leaders within the Joint Staff Lab, *i.e.* potential customers, which MAX did.

9. In November 2019, TEG contacted me (in my capacity as MAX’s CEO) to discuss how TEG could become an authorized distributor of the Haptic software to the U.S. Government. TEG requested a meeting and I met with TEG in Virginia later that month. TEG then requested that I and another MAX employee visit TEG in January 2020, and offered to pay for MAX’s entire trip including expenses, which MAX accepted. To the best of my recollection, these were the only instances MAX met with TEG in Virginia other than the July demonstration at the U.S. Government Joint Staff Lab.

10. In December 2019 MAX instituted an End User License Agreement that accompanies every Haptic installation, which would subsequently also be used for every branch of Haptic.

11. Any person installing the software must read and accept the terms of the End User License Agreement before proceeding, as shown in a screenshot of the installer application prompt, attached herewith as **Exhibit 1**. Moreover, TEG’s CEO Rob Clare read and acknowledged the End User License Agreement in an email on August 10, 2020, attached herewith as **Exhibit 2**.

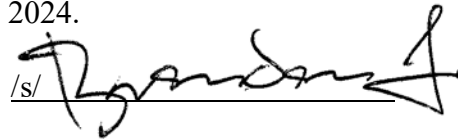
12. TEG has agreed to the End User License Agreement numerous times to install and/or access the software.

13. On January 23, 2020, MAX and TEG entered into the Joint Venture Agreement.

14. In 2024, I learned information appearing to indicate that TEG has a 5-year \$49.5 million sole-source contract that runs from 2022-2027, which TEG never disclosed to MAX.

15. It is my present understanding that nearly all TEG staff (other than its CEO and CFO) live and work in states other than Virginia and that, on most days, TEG's Virginia office does not have many (if any) employees working there.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on March 4, 2024.

/s/ 

Brandon Fischer

EXHIBIT 1

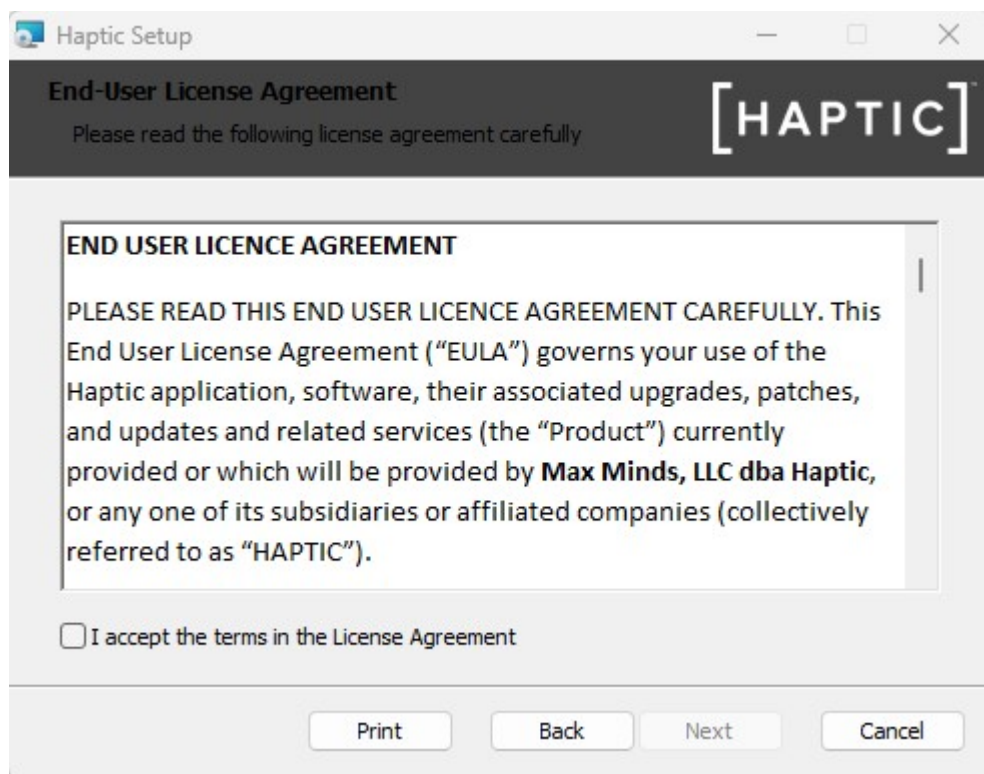


EXHIBIT 2



Brandon Fischer [REDACTED]@withalleo.com>

License agreement

Rob Clare [REDACTED]@triangleexperience.com>
To: Brandon Fischer [REDACTED]@maxminds.com>
Cc: Larry Lins [REDACTED]@triangleexperience.com>

Mon, Aug 10, 2020 at 9:18 AM

Got it. Thank you...reading now.

Robert Clare
Triangle Experience Group, Inc
910-[REDACTED]

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From: Brandon Fischer [REDACTED]@maxminds.com>
Sent: Saturday, August 8, 2020 9:38 AM
To: Rob Clare [REDACTED]@triangleexperience.com>
Cc: Larry Lins [REDACTED]@triangleexperience.com>
Subject: Re: License agreement

Good morning, guys:

I just posted a End-User License Agreement (EULA) for Haptic that will work for the time being
<https://gohaptic.com/eula>

The agreement will be shown on the very first screen of the next installer... the user installing Haptic On-Prem will need to agree before proceeding.

thanks,
B

--

Brandon Fischer
Founder, Chief Innovator

M: 317-[REDACTED]
E: [REDACTED]@maxminds.com

MAX - Innovation by Design
www.maxminds.com

On Fri, Aug 7, 2020 at 2:59 PM Rob Clare <[REDACTED]@triangleexperience.com> wrote:
Copy

V/r Rob
Direct: 910-[REDACTED]
